veyed land to grantees by a deed in consideration of money paid by them as trustees, of an unincorporated church the words being "trustees, their heirs and assigns." *Held,* in a suit by new trustees against persons acting as new trustees, involving the right to the property that the intention of the grantor to vest the property in the grantees as trustees was immaterial; for, if the deed was to the grantees as trustees, the title to the property did not vest in others by force of their appointment as trustees.

The general rule is that a trustee cannot delegate his authority. *Bispham on Eq.,* p. 219. The election of new trustees by an incorporated society in conformity with the usages of their church, created no privity of estate between them and the trustees who took the land by the deed, and could have no effect in law to divest of the title, those grantees named in the deed or the survivor of them. *Peabody v. Eastern Methodist Society in Lynn,* 87 Mass. 540. But a conveyance to trustees for the use of a religious society without naming any of them vests the title in the corporation named in the deed. *Keith & P. Coal Co. v. Bingham,* 97 Mo. 196. It is even held that a conveyance to trustees for the use of a religious society, whether trustees are or are not named, executes a legal estate in the congregation itself not by way of charitable use, but in absolute ownership. *Brendle v. German Ref. Cong. of Jackson Township,* 33 Pa. 415.

RESULTING TRUST—PAYMENT OF PURCHASE MONEY—STATUTES.—FAGAN V. MCDONNELL, 100 N. Y. SUPP. 641. Where a purchaser paid the consideration for a conveyance and took title in the name of his niece, without her knowledge, and she subsequently, having learned of it, executed a deed, blank as to grantees, and gave it to the purchaser. *Held,* that although he and his devisees held the property for eighteen years and the niece never claimed the rents nor looked after it in any way, an action in ejectment would lie. Jenks, J., *dissenting.*

In the absence of statute it is a general rule in England and in the United States that where a purchaser pays the purchase money, but takes the title in the name of another, a trust will result, by presumption of law, in his favor. *Perry on Trusts,* Section 126; *Dyer v. Dyer,* 2 Cox. 92. A few states, however, including New York, declare by statute that no such trust will result unless the grantee takes as an absolute conveyance in his own name, and without the consent of the purchaser. *Real Prop. Laws of N. Y.* (1896) Section 74. Such statutes are analogous to the common law rule, that where there is a feoffment to another without a consideration, if the use was actually declared it would prevail. *1 Sander's Uses and Trusts,* 59; *Sugden's Gilbert Uses,* 89. These statutes, however, make an exception when there is a fraud, and a trust may be insisted upon. *Kennedy v. McCloskey,* 170 Pa. 354. *Rouchefoucaula v. Boustead,* 1 Ch. 206. Hence, in this case, a defrauded creditor would be allowed to enforce a resulting trust, so far as may be necessary for the satisfaction of his claim. *McCartney v. Bostwick,* 32 N. Y. 53; *1 Stimson's Am. St. Law,* Section 1706. Or if the grantor did not consent to it, *Haack v. Weicker,* 118 N. Y. 67; *Lloyd v. Woods,* 176 Pa. 63. However, a resulting trust will not arise against the positive provision of a statute, nor in contravention of public policy. *Bispham on Equity,* (7th ed.) Section 82; *Hill on Trustees,* p. 93, 94. And parol evidence is admissible both to create and rebut such resulting trusts. *Swinburne v. Swinburne,* 28 N. Y. 568; *Blodgett v. Hildreth,* 103 Mass. 487.